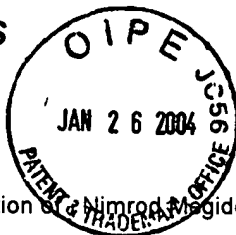


COMMISSIONER FOR PATENTS
ALEXANDRIA, VA 22313



Docket No. ARC000009US1-IBM
(PATENT)

AF/3629
J18

SIR:

Transmitted herewith for filing in the Application of Nimrod Megiddo Serial No.: 09/533,325

Title: **SYSTEM, METHOD AND PROGRAM PRODUCT FOR AUTOMATICALLY MANAGING CONTRACTS**

are the following:

Change of Correspondence
Request for Reconsideration of Final Rejection
Amendment after Final Rejection
Response/Amendment
Response to Restriction Requirement
Letter to Drawing Review Branch
Certificate of Correction
Other : *Recordation of Assignment Cover Sheet*

Information Disclosure Statement
Declaration and Power of Attorney
Assignment of the Invention (\$40.00)
Notice to File Missing Parts (\$130.00)
Petition for Extension of Time
Issue Fee (\$1,290.00)
Notice of Appeal (\$300.00)
✓ Reply Brief (triplicate)

✓ **NO ADDITIONAL FEE IS REQUIRED**

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OTHER THAN A SMALL ENTITY	Claims Remaining After Amendment	Highest No. Previously Paid for	Extra	Rate	Additional Fee
SUBTOTAL FROM ABOVE					\$ 0.00
TOTAL CLAIMS			0	× 18 =	
INDEPENDENT CLAIMS			0	× 84 =	
MULTIPLE DEP. CLAIM PRESENTED				+280 =	
TOTAL					\$ 0.00

Please charge my Deposit Account No. 09-0441 in the amount of \$0.00. A duplicate copy of this sheet is attached.

The Commissioner is hereby authorized to charge payment for any additional filing fees required under 37 CFR 1.16 or any patent application processing fees under 37 CFR 1.17 in association with this communication or credit any overpayment to Deposit Account No. 09-0441. A duplicate copy of this sheet is attached.

CERTIFICATE OF MAILING

I hereby certify that the above paper/fee is being deposited with the United States Postal Service as first class mail in an envelope addressed with sufficient postage to Mail Stop Appeal Brief - Patent, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

Date of Deposit: January 20, 2004

Person mailing paper/fee: Marc D. McSwain

Signature Marc D. McSwain

Respectfully submitted,
Nimrod Megiddo

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : January 20, 2004
Nimrod Megiddo : Group Art Unit: 3629
Serial No.: 09/533,325 : Examiner: Naresh Vig
Filed: March 22, 2000 : San Jose, California
Confirmation No.: 7964

Title: SYSTEM, METHOD AND PROGRAM PRODUCT FOR
AUTOMATICALLY MANAGING CONTRACTS

REPLY BRIEF

Mail Stop Appeal Brief - Patents
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Sir:

This reply brief is submitted under 37 CFR 1.193, in response to the Examiner's
Answer mailed on November 18, 2003.

In contrast to the present invention, the cited prior art involves direct, manual management of information, versus automatic management of agreements with contingencies where information regarding the contingencies is retrieved from independent sources. For example, Evans teaches a secure XML-based internet communication system for real estate transactions wherein a Realtor can monitor other "key players" who may *submit* "pieces of transaction data at the appropriate times, prompted by the Realtor". None of the prior art references teaches or suggests *automatically retrieving* (versus merely accepting submissions of) information needed to deem an agreement to be determinate.

The present invention allows contracting parties to select contingencies in their agreement having some contingent terms depend on events and data that may be

independently observed, to manage the contracts automatically. In other words, conditions may depend upon independent informational sources that are targeted (and that may optionally have been previously identified and linked-to) for automatic information retrieval. These informational sources are not necessarily involved in the contracted transaction, as is the case in the prior art.

In re Venner states that it is not invention "to broadly provide a mechanical or automatic means to replace manual activity which has accomplished the same result. To this end, *In re Venner* cites *In re Rundell* (18 CCPA 1290, 48 F.2d 958, 9 USPQ 220), which states 'The mere statement that a device is to be operated automatically instead of by hand, *without a claim specifying any particular automatic mechanism*, is not the statement of an invention.' (9 USPQ 221, emphasis added). In this case, Appellant does claim a particular automatic mechanism; see claim 12 for example.

Respectfully submitted,

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